

## YOUR RIGHTS AS A CUSTOMER

Energy Plus Holdings LLC ("Energy Plus") is sending you this document pursuant to Chapter 164 of the Massachusetts General Laws (M.G.L. c. 164), which requires a competitive electricity supplier ("supplier") each year to mail a description of your consumer protection rights under M.G.L. c. 164 and regulations of the Massachusetts Department of Public Utilities ("DPU" and "DPU Regulations"). These rights apply to all customer classes unless otherwise noted.

### CONTACT INFORMATION

*You may contact Energy Plus or the DPU, respectively, as follows:*

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| ENERGY PLUS INTERNET ADDRESS: | www.energypluscompany.com  |
| ENERGY PLUS EMAIL ADDRESS:    | MASupport@EnergyPlusCompany.com  |
| ENERGY PLUS MAILING ADDRESS:  | P.O. Box 38815<br>Philadelphia, PA 19104   |
| ENERGY PLUS TELEPHONE NUMBER: | 1-877-232-7053 (toll-free)   |
| ENERGY PLUS FAX:              | 1-866-857-8014   |
| DPU                           | 877.886.5066 (toll-free)<br>617.305.3742 (fax)<br>Department of Public Utilities<br>Consumer Division<br>One South Station<br>Boston, MA 02110 |

### LICENSE REQUIREMENTS

**A supplier such as Energy Plus may not sell electric generation service and related services ("supply") to customers in Massachusetts unless it has a valid electric supplier's license granted by the DPU. Please contact the DPU (above) for a current list of licensed suppliers.**

### INITIATION OF SERVICE

**Right to Switch to a Supplier:** Under M.G.L. c. 164, all customers not living within the service territory of a municipal electric company have the right to switch their electricity supply services to a supplier. The supplier will need to obtain proper authorization from you before it can make you its customer. A supplier may obtain your authorization through a written document signed by you or through your oral authorization given to an independent third party, such as a separate verification company retained by the supplier. Such written document, if used, must have legible type size and contain information specified in M.G.L. c. 164 and the DPU Regulations.

**Information Disclosures:** Before the supplier commences service, the supplier must deliver to you written documentation describing the price of the electric supply service offered to you by the supplier and the terms and conditions of such service ("Terms of Service" or "TOS"). The TOS must set forth the length and nature of your electric supply service with the supplier; billing and credit terms as further described below under "Billing and Credit Issues"; any additional charges, fees or penalties that may be imposed if you cancel your agreement with the supplier; a toll-free number for service complaints; and other information required by the DPU Regulations. The supplier must also provide you, prior to initiating service, an electricity facts label ("EFL") which contains the fuel source mix and air emissions of the supplier portfolio of power supplies, information to help the customer evaluate the other power supply options available in the market, and certain other information specified in M.G.L. c. 164 and the DPU Regulations. Following initiation of service, the supplier must provide you with an updated EFL on a quarterly basis.

**Right of Rescission:** You have the right to rescind your electricity supply agreement with a supplier without charge or penalty within three (3) days of your receipt of a fully executed copy of such agreement. A supplier may not initiate service to you until the rescission period has expired.

**Unauthorized Change of Service Provider:** A supplier may not switch your electricity account to its service without your permission. If you believe your electric supply service has been switched to a supplier without your authorization, you

may file a complaint with the DPU (see contact information above). You must file such complaint within thirty (30) days after the statement date of an invoice or notice from the supplier or your electric distribution company ("EDC") indicating that your electric supply service has been switched. If the DPU determines that a supplier has switched your account to its service without proper authorization, the DPU will order such supplier to refund to you: (1) the positive difference, if any, between the actual electric supply charges you paid and the electric supply charges you would have paid to your previous supplier or your EDC (as applicable, your "Previous Supplier"), and (2) any reasonable expenses incurred by you to switch your account back to your Previous Supplier. Suppliers determined to have switched customers without proper authorization are subject to civil sanctions including but not limited to fines and license suspension.

### **FINANCIAL ASSISTANCE PROGRAMS FOR RESIDENTIAL CUSTOMERS**

**Discount Rates:** If you are a residential customer who receives certain government means-tested benefits or qualify for fuel assistance, you may be eligible to receive special discount rates for electricity service provided by your EDC.

**Energy Efficiency Programs:** Residential customers who are eligible for the discount rate described above may also qualify for EDC-sponsored energy efficiency programs available to lower-income customers.

**Contact Your EDC:** Please contact your EDC for additional information regarding the discount rate, energy efficiency programs and other financial assistance programs offered by your EDC.

### **BILLING AND CREDIT ISSUES**

**Customer Bill Details:** The charges for electric supply service provided to you by a supplier may be billed to you in one of two ways: (1) by your EDC in your monthly utility bill; or (2) in a separate bill issued by the supplier. In either case, each bill must itemize your electricity usage, the rate charged by the supplier for your electric supply service, your total electric supply service charge and certain other information specified in the DPU Regulations.

**Payment Terms:** The TOS must indicate the payment terms of invoices for your electric supply service, the consequences of failing to pay such invoices when due, and the circumstances under which the supplier may contact a credit agency with regard to information pertaining to your payment history. DPU Regulations prohibit a supplier from charging a late fee to any residential customer who fails to pay an invoice for electric supply service when due unless specifically provided for in the Regulations.

**Security Deposits:** DPU Regulations also prohibit a supplier from requiring a security deposit from a residential customer. A supplier may, however, require a security deposit from a commercial or industrial customer that has an unsatisfactory credit history. The amount of any such security deposit may not exceed the customer's electric supply bill for two months. A supplier must pay interest on any security deposit that is held for more than six months from the date of deposit at the rate paid on two-year United States Treasury notes. A supplier must refund a security deposit when a customer has made twenty four (24) consecutive payments when due. The basis and amount of any required security deposit must be set forth in a writing delivered to the customer by the supplier.

### **DISPUTES**

**Energy Plus Complaint Procedures:** If you have questions or complaints about billing or other matters pertaining to the electric supply service, please contact an Energy Plus customer service representative at the toll-free number or email address listed above. The customer service representative will make every effort to respond to your inquiry or resolve your complaint in a timely and satisfactory fashion. In the event that the customer service representative cannot resolve your complaint to your satisfaction, you may request a review by an Energy Plus customer service manager, who will notify you of his/her decision with ten (10) business days.

**DPU Complaint:** In the event that Energy Plus cannot resolve your complaint by means of the above procedures, you may file a complaint with the DPU at the address provided above. Complaints regarding the unauthorized installation of supply service should be directed to the DPU in the manner described above in the paragraph entitled *Unauthorized Change of Service Provider*. If you are a commercial or industrial customer and if the amount in dispute exceeds one hundred dollars, the DPU may refer your dispute to the Massachusetts Office of Dispute Resolution ("MODOR") to help mediate the dispute, or you may request that your complaint be referred to MODOR. Your Terms of Service will contain additional details regarding your dispute resolution rights, which in many cases includes the right to bring your dispute to small claims court or arbitration out-of-court.

### **CANCELLATION OF SERVICE**

**All Customers:** A supplier may cancel electric supply service at the end of the term of the contract for supply services or for reasons other than nonpayment specified in the contract for supply services. In the event of termination for any reason other than nonpayment, a supplier must notify a customer of termination of supply services in writing at least ten (10) days prior to the effective date of termination.

**Residential Customers:** A supplier may cancel electric supply service to a residential customer for nonpayment if an invoice for electric supply service provided to such customer by the supplier is not paid within forty eight (48) days from the date of receipt. Prior to termination, the supplier must send a second request for payment not earlier than twenty seven (27) days after the rendering of the first service invoice. The second request must state the supplier's intention to cancel the electric supply service on a date not earlier than forty eight (48) days after the Customer's receipt of the invoice. Such notice must be issued at least seventy two (72) hours, but in no event more than fourteen (14) days, prior to the effective date of termination.

**Commercial and Industrial Customers:** A supplier may cancel electric supply service to a commercial or industrial customer for failure to timely pay the electric supply charge by the due date specified in the applicable invoice or in other circumstances set forth in the TOS. Energy Plus will provide written notice of its intent to cancel its electric supply service to a commercial or industrial customer at least ten (10) days prior to the effective date of termination.

**Disputed Bills:** A supplier may not cancel its electric supply service to any customer for failure to pay invoices that are the subject of a complaint pending before the DPU as further described above in the paragraph entitled *Disputes*.

**Basic Service:** Any customer whose electric supply service has been cancelled by a supplier shall be eligible to receive electric supply service from its EDC pursuant to the terms and conditions of the EDC's basic service tariff.

Energy Plus appreciates your business and invites you to contact us by email or telephone (see contact information above) if you have questions regarding the consumer protection rights described herein.